

DECLARATION OF TORTUROUS CLAIM BY AFFIDAVIT

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

DECLARATION OF PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7407 #7163 #7172 #7310 #7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

Honorable Martin Glenn

United States Bankruptcy Court for the Southern District of New York

Alexander Hamilton Custom House, One Bowling Green, Room 501

New York, New York 10004-1408

Express Mail™ EG 625748436 US

Certified Mail 7013 2250 0000 8488 5050

MORRISON & FOERSTER LLP et al (Libellees)

Certified Mail 7013 1710 0000 4139 7060

Att; Gary S. Lee, Norman S. Rosenbaum, Jordan A. Wishnew, Jennifer L. Marines, Alexandra

Att; Steinberg Barrage, Todd M. Green, Lorenzo Marinuzzi

Office of the United States Trustee for the Southern District of New York et al

Linda A. Riffkin, and Brian S. Masumoto

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Office of the United States Attorney General, U.S. Department of Justice et al

Att; US Attorney General, Eric H. Holder, Jr.,

Certified Mail 7013 1710 0000 4139 7084

Office of the New York State Attorney General et al

Att; Nancy Lord, Esq., Enid N. Stuart, Esq.,

Certified Mail 7013 1710 0000 4139 7091

Office of the U.S. Attorney for the Southern District of New York et al

Att; Joseph N. Cordaro, Esq.,

Certified Mail 7013 1710 0000 4139 7107

The ResCap Borrower Claims Trust et al (Libellees)

Att; Daniel J. Flanigan, and Peter S. Kravitz,

Certified Mail 7013 1710 0000 4139 7114

TORTUROUS CLAIM DUE TO LITIGATION

Affiants States, FACT: Libellees, GMAC MORTGAGE et al were in ESTOPPEL BY
ACQUIESCENCE: and JUDGMENT BY ESTOPPEL before filing the FIFTY-EIGHT OMNIBUS.

Affiants States, FACT: This Affidavit is an admission to the facts. Libellant furthers request nominal, compensatory, punitive and any other damages that the court deems Just and Proper, inclusive of reasonable compensation for "time" necessarily expended to prosecute this action. Punitive damages are in order due to the Respondents frivolous and non-responsive alleged "answers" to Libellant submissions throughout this emotional ordeal; which directly caused unnecessary delay and the subsequent attempt to Libellant to lose his claim and tie up an overburdened Court. Libellant will be entitled to the forfeiture of the operational and public hazard bond of Libellees, by a **torturous claim**. The tort claim is Ten (10) times \$ 2,037,653.92 = **\$20, 376,539.20** Any and all bonds, assets, of the real parties involved. (See Claim #7407 with Exhibit A – ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 #7321)

Affiants States, FACT: On April 4, 2012, Libellees, GMAC MORTGAGE, et al agreed to a CONSENT JUDGEMENT, Civil Action No. 12 0361 where the " UNITED STATES OF AMERICA, et al (Plaintiffs) vs BANK OF AMERICA CORP., et al, Residential Capital LLC, Ally Financial, Inc, and GMAC Mortgage, LLC (collectively, "Defendant") admitted they violated, among other laws, the Unfair and Deceptive Acts and Practices laws of the Plaintiff states, the False Claims Act, the Financial Institutions Reform, recovery, and Enforcement Act of 1989, the Servicemember Civil Relief Act, and the Bankruptcy Code and Federal Rules of Bankruptcy.. (See Exhibit D) All corporate government is based upon Commercial Affidavits,

Affiants States, FACT: Affiant accepts Title 42 for this Affidavit and Libellees et al.

DECLARATION OF **TORTUROUS CLAIM** BY AFFIDAVIT OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO
ACTIONS CONTRARY TO LAWE ———THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD
Court Documents were prevented, obstructed, impeded, or interfered and/or never received

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ONE COURT CLAIM with Amendments Inclusive of Numbers #7407 #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL
[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
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Affiants States, FACT: On January 10, 2014, The stipulated judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other lawe became **JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032 against Libellees, GMAC MORTGAGE, et al. (See Claim #7407 with Exhibit A - ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321)**

Affiants States, FACT: On January 10, 2014 and December 20 2013, Libellees agreed that Libellant is the real party of interest and has **STANDING** and **POWER OF ATTORNEY**. Libellant with Power of Attorney disallowed and expunged **RESCAP BORROWER CLAIMS TRUST'S FIFTY-EIGHTH OMNIBUS**, which has no valid claim in these chapter 11 cases and is **DENIED**.

Affiants States, FACT: Affiant has filed only "ONE COURT CLAIM" with amendments Inclusive of Numbers #7407 #7163 #7172 #7310 # 7321 and this AFFIDAVIT.

Affiants States, FACT: Walter Olszewski requested permission from the Trustee to please include his "Notarized Affidavit of Loss" in support of his "Notarized B-10 as Walter Olszewski was not allocated sufficient time to file.

Affiants States, FACT: Affiants is the secured Issuer of the credit and **TIMELY FILED** Notarized Affidavit of Priority Loss in support of Notarize B- 10 by Registered Mail™ and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC.

Affiants States, FACT: Affiant accepts 28 U.S.C. 453: The Oaths of Justice and Judges.

Affiants States, FACT: Affiant accepts 5 U.S.C. 3331: The Oaths of Offices.

Affiants States, FACT: When no verified Affidavit rebuttal of this "FACTAL EVIDENTIARY REQUEST" was made in a timely manner, a "**Certificate of Non-Response**" served as an agreement from the Libellees.

Affiants States, FACT: Libellees confirms that Secured Issuer of the credit, Walter Olszewski, Libellant has an additional priority claim due to litigation the amount of \$20,376,539.20 through tacit procuration to these **DECLARATION Of PROOF OF CLAIM AND PROOF OF LOSS IN AN AFFIDAVIT FORM** and the whole matter shall be deemed res judicata and stare decisis.

Affiants States, FACT: Libellees agreed that Libellant is entitled to the forfeiture of the public hazard bond of Libellees by torturous claim in the amount of Two Million Thirty Seven -thousand six-hundred fifty-three DOLS and ninety-two CTS (\$2,037,653.92) in functional currency Dollar for Dollar of the United States plus ten (10) times punitive which is Twenty-million three-hundred seventy-six thousand, five-hundred thirty-nine DOLS and twenty CTS (\$20,376,539.20), being in total Twenty-two million four-hundred and fourteen thousand, one-hundred ninety-three DOLS twelve CTS (\$22,414,193.12).

Affiants Demands: THAT THE HONORABLE JUDGE FIND THE FACTS AND MAKE CONCLUSIONS OF LAWE BASED ON THE FACTS of EVIDENCAL FACTS.

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[28 U.S.C. §§ 1333, 1337]

**ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032**

In Witness hereof I **walter** set my hand/seal/mark;
In Witness by Three (3) Notary Public
My name is **non-negotiable**;
All rights reserved without prejudice.


walter.olszewski

Libellant, Secured Issuer of the Credit

This document is hereby Notarized Without Wavier or Prejudice as to Rights

JURAT

state of California _____)
county of Los Angeles _____)

ss.


Subscribed and sworn to before me on March 3, 2014

Notary Seal:

walter: olszewski

**Proved to me on her basis of satisfactory evidence to
be the person who appeared before me.**




Signature of Notary Public in and for said State
Tarver Tanya Llanes
Printed Name of Notary

My commission Expires: March 17, 2016

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

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CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 3rd day of March, 2014
by Date Month Year

(1) WALTER OLSZEWSKI

(2) _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Kathryn Diane Volpe
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document
or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DECLARATION OF TORTUREOUS CLAIMS BY AFFIDAVIT

Document Date: MARCH 3, 2014 Number of Pages: 16

Signer(s) Other Than Named Above: _____

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Exhibit DIN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**FILED**

APR - 4 2012

Clerk, U.S. District & Bankruptcy
Courts for the District of ColumbiaUNITED STATES OF AMERICA,
et al.,

Plaintiffs,

v.

BANK OF AMERICA CORP. *et al.*,

Defendants.

12 0361

Civil Action No. _____

CONSENT JUDGMENT

WHEREAS, Plaintiffs, the United States of America and the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia filed their complaint on March 12, 2012, alleging that Residential Capital, LLC, Ally Financial, Inc., and GMAC Mortgage, LLC (collectively, "Defendant") violated, among other laws, the Unfair and Deceptive Acts and Practices laws of the Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, the

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**ECF
DOCUMENT**

I hereby attest and certify that this is a printed copy of a document which was electronically filed with the United States District and Bankruptcy Courts for the District of Columbia.

Date Filed: 3-12-12

ANGELA D. CAESAR, CLERK

By: Michael Darby 12/27/12

Servicemembers Civil Relief Act, and the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;

WHEREAS, the parties have agreed to resolve their claims without the need for litigation;

WHEREAS, Defendant, by its attorneys, has consented to entry of this Consent Judgment without trial or adjudication of any issue of fact or law and to waive any appeal if the Consent Judgment is entered as submitted by the parties;

WHEREAS, Defendant, by entering into this Consent Judgment, does not admit the allegations of the Complaint other than those facts deemed necessary to the jurisdiction of this Court;

WHEREAS, the intention of the United States and the States in effecting this settlement is to remediate harms allegedly resulting from the alleged unlawful conduct of the Defendant;

AND WHEREAS, Defendant has agreed to waive service of the complaint and summons and hereby acknowledges the same;

NOW THEREFORE, without trial or adjudication of issue of fact or law, without this Consent Judgment constituting evidence against Defendant, and upon consent of Defendant, the Court finds that there is good and sufficient cause to enter this Consent Judgment, and that it is therefore ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355(a), and 1367, and under 31 U.S.C. § 3732(a) and (b), and over Defendant. The Complaint states a claim upon which relief may be granted against Defendant. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(2) and 31 U.S.C. § 3732(a).

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II. SERVICING STANDARDS

2. Defendant shall comply with the Servicing Standards, attached hereto as Exhibit A, in accordance with their terms and Section A of Exhibit E, attached hereto.

III. FINANCIAL TERMS

3. *Payment Settlement Amounts.* Defendant shall pay into an interest bearing escrow account to be established for this purpose the sum of \$109,628,425, which sum shall be added to funds being paid by other institutions resolving claims in this litigation (which sum shall be known as the "Direct Payment Settlement Amount") and which sum shall be distributed in the manner and for the purposes specified in Exhibit B. Defendant's payment shall be made by electronic funds transfer no later than seven days after the Effective Date of this Consent Judgment, pursuant to written instructions to be provided by the United States Department of Justice. After Defendant has made the required payment, Defendant shall no longer have any property right, title, interest or other legal claim in any funds held in escrow. The interest bearing escrow account established by this Paragraph 3 is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as amended. The Monitoring Committee established in Paragraph 8 shall, in its sole discretion, appoint an escrow agent ("Escrow Agent") who shall hold and distribute funds as provided herein. All costs and expenses of the Escrow Agent, including taxes, if any, shall be paid from the funds under its control, including any interest earned on the funds.

4. *Payments to Foreclosed Borrowers.* In accordance with written instructions from the State members of the Monitoring Committee, for the purposes set forth in Exhibit C, the Escrow Agent shall transfer from the escrow account to the Administrator appointed under

Exhibit C \$1,489,813,925.00 (the "Borrower Payment Amount") to enable the Administrator to provide cash payments to borrowers whose homes were finally sold or taken in foreclosure between and including January 1, 2008 and December 31, 2011; who submit claims for harm allegedly arising from the Covered Conduct (as that term is defined in Exhibit G hereto); and who otherwise meet criteria set forth by the State members of the Monitoring Committee. The Borrower Payment Amount and any other funds provided to the Administrator for these purposes shall be administered in accordance with the terms set forth in Exhibit C.

5. *Consumer Relief.* Defendant shall provide \$185,000,000 of relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraphs 1-8 of Exhibit D, and \$15,000,000 of refinancing relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraph 9 of Exhibit D, to remediate harms allegedly caused by the alleged unlawful conduct of Defendant. Defendant shall receive credit towards such obligation as described in Exhibit D.

IV. ENFORCEMENT

6. The Servicing Standards and Consumer Relief Requirements, attached as Exhibits A and D, are incorporated herein as the judgment of this Court and shall be enforced in accordance with the authorities provided in the Enforcement Terms, attached hereto as Exhibit E.

7. The Parties agree that Joseph A. Smith, Jr. shall be the Monitor and shall have the authorities and perform the duties described in the Enforcement Terms, attached hereto as Exhibit E.

8. Within fifteen (15) days of the Effective Date of this Consent Judgment, the participating state and federal agencies shall designate an Administration and Monitoring Committee (the "Monitoring Committee") as described in the Enforcement Terms. The

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Monitoring Committee shall serve as the representative of the participating state and federal agencies in the administration of all aspects of this and all similar Consent Judgments and the monitoring of compliance with it by the Defendant.

V. RELEASES

9. The United States and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the Federal Release, attached hereto as Exhibit F. The United States and Defendant have also agreed that certain claims, and remedies are not released, as provided in Paragraph 11 of Exhibit F. The releases contained in Exhibit F shall become effective upon payment of the Direct Payment Settlement Amount by Defendant.

10. The State Parties and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the State Release, attached hereto as Exhibit G. The State Parties and Defendant have also agreed that certain claims, and remedies are not released, as provided in Part IV of Exhibit G. The releases contained in Exhibit G shall become effective upon payment of the Direct Payment Settlement Amount by Defendant.

VI. SERVICEMEMBERS CIVIL RELIEF ACT

11. The United States and Defendant have agreed to resolve certain claims arising under the Servicemembers Civil Relief Act ("SCRA") in accordance with the terms provided in Exhibit H. Any obligations undertaken pursuant to the terms provided in Exhibit H, including any obligation to provide monetary compensation to servicemembers, are in addition to the obligations undertaken pursuant to the other terms of this Consent Judgment. Only a payment to

an individual for a wrongful foreclosure pursuant to the terms of Exhibit H shall be reduced by the amount of any payment from the Borrower Payment Amount.

VII. OTHER TERMS

12. The United States and any State Party may withdraw from the Consent Judgment and declare it null and void with respect to that party if the Defendant does not make the Consumer Relief Payments (as that term is defined in Exhibit F (Federal Release)) required under this Consent Judgment and fails to cure such non-payment within thirty days of written notice by the party.

13. This Court retains jurisdiction for the duration of this Consent Judgment to enforce its terms. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

14. The Effective Date of this Consent Judgment shall be the date on which the Consent Judgment has been entered by the Court and has become final and non-appealable. An order entering the Consent Judgment shall be deemed final and non-appealable for this purpose if there is no party with a right to appeal the order on the day it is entered.

15. This Consent Judgment shall remain in full force and effect for three and one-half years from the date it is entered ("the Term"), at which time the Defendants' obligations under the Consent Judgment shall expire, except that, pursuant to Exhibit E, Defendants shall submit a final Quarterly Report for the last quarter or portion thereof falling within the Term and cooperate with the Monitor's review of said report, which shall be concluded no later than six months after the end of the Term. Defendant shall have no further obligations under this Consent Judgment six months after the expiration of the Term, but the Court shall retain

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jurisdiction for purposes of enforcing or remedying any outstanding violations that are identified in the final Monitor Report and that have occurred but not been cured during the Term.

16. Except as otherwise agreed in Exhibit B, each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

17. Nothing in this Consent Judgment shall relieve Defendant of its obligation to comply with applicable state and federal law.

18. The parties further agree to the additional terms contained in Exhibit I hereto.

19. The sum and substance of the parties' agreement and of this Consent Judgment are reflected herein and in the Exhibits attached hereto. In the event of a conflict between the terms of the Exhibits and paragraphs 1-18 of this summary document, the terms of the Exhibits shall govern.

SO ORDERED this 4 day of April, 2012



UNITED STATES DISTRICT JUDGE

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DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

DECLARATION OF TORTUROUS CLAIM BY AFFIDAVIT

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NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT

PROOF OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly
Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole
purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed
and delivered to:

March 3, 2014

Honorable Martin Glenn Express Mail™ EG 625748436 US
United States Bankruptcy Court for the Southern District of New York
Alexander Hamilton Custom House Certified Mail 7013 2250 0000 8488 5050
One Bowling Green, Room 501
New York, New York 10004-1408

MORRISON & FOERSTER LLP Certified Mail 7013 1710 0000 4139 7060

1290 Avenue of the Americas
New York, New York 10104

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Norman S. Rosenbaum Certified Mail 7013 1710 0000 4139 7060

Jordan A. Wishnew Certified Mail 7013 1710 0000 4139 7060

Jennifer L. Marines Certified Mail 7013 1710 0000 4139 7060

Alexandra Steinberg Barrage Certified Mail 7013 1710 0000 4139 7060

Todd M. Green Certified Mail 7013 1710 0000 4139 7060

Lorenzo Marinuzzi Certified Mail 7013 1710 0000 4139 7060

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U.S. Federal Office Building

201 Varick Street, Suite 1006

New York, New York, 10014

Linda A. Riffkin

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Brian S. Masumoto

Certified Mail 7013 1710 000 4139 7077

Office of the United States Attorney General

U.S. Department of Justice

950 Pennsylvania Avenue

NW, Washington, DC 20530-0001

US Attorney General, Eric H. Holder, Jr. Certified Mail 7013 1710 0000 4139 7084

Office of the New York State Attorney General

The Capitol

Albany, NY 12224-0341

Nancy Lord, Esq.

Certified Mail 7013 1710 0000 4139 7091

Enid N. Stuart, Esq.

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New York, New York 10007

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The ResCap Borrower Claims Trust

Certified Mail 7013 1710 0000 4139 7114

Polsinelli PC

900 Third Avenue, 21st Floor

New York, NY 10022

Daniel J. Flanigan

Certified Mail 7013 1710 0000 4139 7114

Peter S. Kravitz

Certified Mail 7013 1710 0000 4139 7114

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

DECLARATION OF TORTUROUS CLAIM BY AFFIDAVIT

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[28 U.S.C. §§ 1333, 1337]

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RE: DECLARATION OF TORTUROUS CLAIM BY AFFIDAVIT

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**RE: OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM
UNDER NOTARY PRESENTMENT ALL WITNESS BY THREE (3) NOTARY PUBLIC and PROOF OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached DECLARATION OF TORTUROUS CLAIM BY AFFIDAVIT and DECLARATION OF AFFIDAVIT OF OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE UNDER NOTARY PRESENTMENT and DECLARATION OF AFFIDAVIT OF OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM UNDER NOTARY PRESENTMENT, ALL WITNESS BY THREE (3) NOTARY PUBLIC and PROOF OF SERVICE.

I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not too prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, Tanya Llanes Tarver, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42 .44.080, RCW 42.44.010, RCW62A.3.505, and RCW 62A.3.504.

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

DECLARATION OF TORTUROUS CLAIM BY AFFIDAVIT

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

PROOF OF SERVICE

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

RECEIVED

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MAR 13 2014

KURTZMAN CARSON CONSULTANTS

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

DECLARATION OF TORTUROUS CLAIM BY AFFIDAVIT
OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

DECLARATION OF PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7407 #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

This record certifies that the above document was delivered via Express Mail™ and or Certified Mail by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

All replies must be made by certified mail addressed as follows to the correct addressee and to both correct locations:

Walter Olszewski
c/o Tanya Llanes Tarver, Notary Public
P.O. BOX 50202
Pasadena, California 91105

Walter Olszewski
104 West Loma Alta Drive
Altadena, California 91001-3933

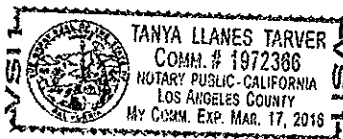
All other replies will be certified as a non-response, and in dishonor.

March 3, 2014

Awaiting your timely response,
Regards,

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I certify under the penalty of perjury under the laws of the state of California the forgoing is true and correct, WITNESS MY HAND.




Tanya Llanes Tarver, Notary Public

My Commission expires: MAR 17 2016

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT
DECLARATION OF TORTUROUS CLAIM BY AFFIDAVIT

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PROOF OF SERVICE

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

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B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		COPY	PROOF OF CLAIM
Name of Debtor: GMAC Mortgage, LLC		Case Number: 12-12032	
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al Name and address where notices should be sent: NameID: 10995344 Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91001 91001		<input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. 7321 7163, Court Claim 7172, 7310 Number: 7407 (If known) Filed on: 2/12/2014	
Telephone number: 626 798-4422 email: johnotrin@earthlink.net		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above): DEODAR EIGHT SOCIETY P.O. Box 94355, Pasadena, California 91109 Telephone number: 626 798-4422 email: johnotrin@earthlink.net		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().	
1. Amount of Claim as of Date Case Filed: \$ \$22,414,193.12 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. 8.2507 %			
2. Basis for Claim: Issuer of Promissory notes for \$612,000.00 tendered on 10/27/2006 (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 760-8		3a. Debtor may have scheduled account as: N/A (See instruction #3a)	
		3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Value of Property: \$ \$612,000.00 Annual Interest Rate 8.2507 % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable MAR - 5 2014 (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim. if any: \$ N/A Basis for perfection: U.S. BANKRUPTCY COURT, SDNY Amount of Secured Claim: \$ \$22,414,193.12 Amount Unsecured: \$ N/A			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ N/A (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of: 8. Documents: Attached are redacted copies of any documents that support the claim, including itemized statements of running accounts, contracts, judgments, mortgages, and security completed, and redacted copies of documents providing evidence of perfection of a secured claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE I If the documents are available, please explain: TORTUROUS CLAIM & OBJECTIONS TO FIFTY-EIGHTH OMNIBUS			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Walter Olszewski Title: Secured Issuer of the Credit Company: Standing and Power of Attorney Address and telephone number (if different from notice address above): 104 West Loma Alta Drive, Altadena California 91001 626 798-4422 johnotrin@earthlink.net Telephone number: 626 798-4422 Email: johnotrin@earthlink.net			

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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